

**SECOND AMENDMENT TO THE
MASTER SERVICES AGREEMENT**
between
**THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**
and
CAPGEMINI AMERICA, INC.

This Second Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed January 31, 2018, between the State of Texas, acting by and through the Texas Department of Information Resources (“**DIR**”), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Capgemini America, Inc. (“**Service Provider**”), a New Jersey corporation, with a principal place of business at 79 Fifth Avenue, 3rd Floor, New York, NY 10003.

RECITALS

WHEREAS, the Parties entered into the Agreement for Multi-sourcing Services Integrator dated January 31, 2018, with a Commencement Date of September 1, 2018;

WHEREAS, the First Amendment provided necessary changes to modify Application Portfolio Management (APM) Services and clarify the Service Consumption Bands.

WHEREAS, this Second Amendment provides necessary changes to add support for the Open Data Portal (ODP) program.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- I. Attached Appendix 1 of this Second Amendment, **Exhibit 1.1**, Definitions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 1.1**, Definitions, of the Agreement.

The changes to **Exhibit 1.1** include the addition of a new acronym and definition for ODP.

- II. Attached Appendix 2 of this Second Amendment, **Exhibit 4.1**, Pricing Structure, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.1**, Pricing Structure, of the Agreement.

The changes to **Exhibit 4.1** include the insertion of a note to document ODP variable charge exclusions and effective date of ODP services on “1 - Summary Charges” and an increase in fixed charges for ODP support on “2 - Fixed Charges”.

III. Attached Appendix 3 of this Second Amendment, **Exhibit 4.2**, Responsibility Matrix, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.2**, Responsibility Matrix, of the Agreement.

The change to **Exhibit 4.2** includes the addition of ODP support designations on “Service Exceptions Matrix”.

IV. General Terms and Conditions

- (a) Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.
- (b) All other provisions of the Agreement not specifically amended hereby remain in full force and effect. In the event of conflict among provisions, the provisions of this Amendment shall take precedence over the terms of the MSA.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective August 24, 2018.

**THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

By: Signature on file 8/30/2018 | 1:30 PM CDT | Signature on file 11:23 AM CDT
 Name: Sally Ward | 126C38519F6E475...
 Title: Director, Program Planning and Governance

CAPGEMINI AMERICA, INC.

Signature on file
 By: _____
 Name: Mark Stein
 Title: Account Executive